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Title: **Stillwater Central School District and Stillwater Central School District Unit, CSEA Local 1000, AFSCME, AFL-CIO, Saratoga Educational Local 864 (2004)**

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Union: **Stillwater Central School District Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Saratoga Educational Local 864**

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AGREEMENT

BETWEEN THE

**SUPERINTENDENT
STILLWATER CENTRAL SCHOOL DISTRICT**

AND

THE STILLWATER CENTRAL SCHOOL DISTRICT UNIT

OF THE

SARATOGA COUNTY EDUCATIONAL LOCAL #864

OF THE

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO**

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DEC 31 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JULY 1, 2004 – JUNE 30, 2008

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ARTICLE I – DEFINITIONS

- 1. CSEA** – CSEA, Inc., Local 1000 AFSCME, AFL-CIO for the Stillwater Central School District Unit of the Saratoga County Educational Local 864
- 2. Bargaining Unit** – As described in Recognition Clause
- 3. District** – Stillwater Central School District
- 4. Board, or Board of Education** – Stillwater Central School District Board of Education
- 5. Superintendent** – Superintendent of the Stillwater Central School District
- 6. Administrative Supervisor** – Building Principal or Business Administrator
- 7. Immediate Supervisor** – The first level of supervision from whom an employee receives work instructions
- 8. Employee** – Non-instructional employee of the Stillwater Central School District
- 9. Full-Time Employee** – Employee who is permanently appointed by the B.O.E. to a regularly established position of eight (8) hours per day (exclusive of lunch), five (5) days a week, for a ten or twelve month workyear, or a Bus Driver who is permanently appointed to a regularly established position of five (5) or more hours per day, five (5) days a week, for a ten or twelve month workyear
- 10. Part-Time Employee** – Employee who is permanently appointed by the B.O.E. to a regularly established position of less than eight (8) hours per day, five (5) days a week, for a ten or twelve month workyear, except for Bus Drivers as designated above
- 11. Permanent Employee** – An employee who has served the required probationary period, and has been appointed to a permanent position by the Board
- 12. Probationary Employee** – An employee serving a three month probationary period in a permanent job position
- 13. Regular Employee** – An employee who works on a regular daily basis, full or part-time, as a permanent or probationary employee
- 14. Temporary/Substitute Employee** – An employee working on an irregular basis
- 15. Previous Experience** – Prior experience in the specific job classification, or similar experience in the same department, or in other employment of a similar nature

(ARTICLE I – DEFINITIONS continued)

16. Summer Time – The time between the last day school is in session in one year, and the first day it is in session the succeeding school year

17. Call-In Time – Period of time when a regular employee is called into work at other than a regularly scheduled work period, or an immediate extension thereof. Normally occurring after an employee has completed their normal work day, and must retravel to and from home to school, in addition to their normal travel time. It does not apply to substitute personnel, nor to regular personnel called, and who accept a routine job, regardless of duration.

To qualify for call-in time, the employee must be called in by their immediate supervisor, the supervisor's designee, a person of obvious authority for the School District, or in situations of a clear emergency nature, when one of the above is not available.

18. Conditional Driver – A person appointed to a bus driving position on a temporary basis until approved by the appropriate NYS Agency in accordance with NYS Law. Once approved, the driver will become a probationary employee in accordance with normal practice.

19. Seniority – Employee seniority will be established as of the effective date of appointment to a permanent position by the Board of Education, except as otherwise provided for herein. Seniority will not be earned during unpaid leaves of absence of one week or greater duration. District seniority shall be earned in a permanent job category and is transferable from one job category to another for the purpose of calculating employee benefits. In situations where more than one person is appointed on the same date, the person(s) first named in the Board minutes will have the greater seniority. All seniority rights of an employee ceases effective on the date of their termination of employment for any reason other than leaves of absence approved by the B.O.E.

20. Days – Shall mean school business days in the School District when school is in session from September to June, and shall mean normal business days during the summer time, unless otherwise provided for in this Agreement

ARTICLE II – RECOGNITION

- 2.1. The Stillwater Central School District Board of Education recognizes the **CSEA, Inc., Local 1000 AFSCME, AFL-CIO for the Stillwater Central School District Unit of the Saratoga County Educational Local 864** as the exclusive bargaining agent for all non-teaching personnel employed by the District, except for those employees designated as managerial or confidential. This recognition shall extend for the maximum period permitted by law.
- 2.2. The CSEA Unit affirms that it does not assert the right to strike against the School District, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike and it shall not cause, instigate or condone a strike.

ARTICLE III – NEGOTIATIONS

- 3.1. In the year this Agreement terminates, the parties will meet to begin negotiations for a successor Agreement concerning the terms and conditions of employment for Bargaining Unit members. The first meeting should be scheduled in February, at which time ground rules other than the below will be discussed.
- 3.2. All proposals requesting modifications of the existing Agreement must be submitted in writing at the first negotiating meeting of the parties. No new proposals may be brought up during subsequent negotiations by either party unless mutually agreed to do so by both parties.

ARTICLE IV – GRIEVANCE PROCEDURE

4.1 Purpose

- 4.1.1. It is the intent of this procedure to provide for the orderly settlement of differences between the parties in a fair and equitable manner. The settlement of grievances at the earliest possible stage is encouraged by both parties.

4.2 Definitions

- 4.2.1. A grievance is a complaint by an employee in the Bargaining Unit, or a group of employees, that there has been a violation, misinterpretation, or inequitable application of this Agreement.
- 4.2.2. A non-contractual grievance is a complaint by an employee, or a group of employees, in the Bargaining Unit, that there has been an inequitable application of work rules, or terms and conditions of employment not appearing in this Agreement.

(ARTICLE IV – GRIEVANCE PROCEDURE continued)

4.2.3. The grievance procedure may be used by an employee to resolve complaints of this nature up to and including, The Board of Education stage. A non-contractual grievance may not be brought to arbitration.

4.2.4. Aggrieved party shall mean any employee or group of employees in the Bargaining Unit.

4.3 Time Limits

4.3.1. A grievance must be initiated within fifteen (15) days of the date the employee(s) knew or should have known of the situation causing the alleged problem.

4.3.2. If a grievance is not initiated in accordance with the above, or if it is not appealed to the next higher stage within the specified time limit, the grievance will be considered resolved, and further appeal under this Article is barred.

4.3.3. If a decision at any stage is not rendered within the time limit specified, the aggrieved party may submit the grievance to the next available stage.

4.4 General Rules

4.4.1. An aggrieved party has the right to be represented at any stage of this procedure, except the informal stage, by a person of his choice. However, employee organizations, other than the recognized bargaining agent, shall not represent unit employees.

4.4.2. Except at the informal stage, all grievances shall be in writing and shall specify the name or names of the aggrieved party; the specific provisions of this Agreement claimed to have been violated; the time and place where the alleged event or omission occurred on which the grievance is based; and a detailed statement of the grievance, with the remedy sought.

4.5 Procedure

4.5.1 Stage 1 – Informal – Immediate Supervisor

4.5.1.1. An aggrieved party shall present the grievance to his Immediate Supervisor orally and informally, with the objective of resolving the matter.

4.5.1.2. The Immediate Supervisor will render a verbal decision to the aggrieved party within three (3) days of discussing the grievance.

(ARTICLE IV – GRIEVANCE PROCEDURE continued)

4.5.2 Stage 2 – Administrative Supervisor:

4.5.2.1. If the decision at Stage 1 is not acceptable, the aggrieved party shall present the grievance in writing to the Administrative Supervisor for their department, within five (5) days of the verbal decision at Stage 1.

4.5.2.2. Within five (5) days of receiving the written grievance, the Administrative Supervisor will respond to the aggrieved party with a written decision.

4.5.3 Stage 3 – Superintendent:

4.5.3.1. If the decision at Stage 2 is not acceptable, the aggrieved party shall present the grievance in writing to the Superintendent within five (5) days of receiving the Stage 2 decision.

4.5.3.2. Within five (5) days of receiving the written grievance, the Superintendent will respond to the aggrieved party with a written decision.

4.5.4 Stage 4 – Board of Education:

4.5.4.1. If the decision at Stage 3 is not acceptable, the aggrieved party, within five (5) days of receiving the Stage 3 decision, may appeal to the Board of Education in writing, requesting a hearing on the grievance. The appeal must be addressed to the Clerk of the B.O.E., with a copy to the Superintendent.

4.5.4.2. The Board of Education, or a Committee thereof, will hold a hearing on the grievance in executive session, within twenty (20) days of receiving the appeal.

4.5.4.3. Within fifteen (15) days of the hearing date, the B.O.E. will forward a written decision to the aggrieved party.

4.5.5. Stage 5 – Arbitration:

4.5.5.1. If the aggrieved party is not satisfied with the decision at Stage 4, and if the grievance concerns an alleged violation, misinterpretation, or inequitable application of this Agreement, the aggrieved party may submit the grievance to arbitration by submitting written notice to the Superintendent within ten (10) days of receiving the decision from Stage 4.

4.5.6. Rules Governing Arbitration:

4.5.6.1. Within fifteen (15) days of the decision at Stage 4, the aggrieved party will request a list of arbitrators from the New York State Public Relations board, and

(ARTICLE IV – GRIEVANCE PROCEDURE continued)

(4.5.6.1. Rules Governing Arbitration continued)

thereafter the parties will be bound by the rules of this organization in the selection of an arbitrator, and in the conduct of the procedures and hearing(s).

4.5.6.2. The Arbitrator so selected will conduct the hearing promptly, and will issue his recommendations not later than thirty (30) calendar days from the date the final briefs are submitted to him. The Arbitrator's decision will be in writing and set forth his finding of fact, and the reasons therefore.

4.5.6.3. The Arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, applicable law, or rules and regulation having the force of law. The Arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.

4.5.6.4. The decision of the Arbitrator shall be limited to the interpretation of this Agreement and shall be final and binding on both parties. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

4.5.6.5. The costs for the services of the Arbitrator, including expenses, if any, will be borne equally by the District and the CSEA.

ARTICLE V – JOB OPENINGS, LAYOFF & RECALL

5.1. Job Openings

5.1.1. When the District establishes a new position within the CSEA Bargaining Unit, or determines that any vacant position will be filled, the District will post the official notice of the job opening for five (5) days prior to filling the position. Four (4) copies of the same notice will be given to the Unit President. The Unit President may post the notices on designated bulletin boards in, (1) the Bus Garage, (2) in the Junior/Senior High School, and (3) in the Elementary School. All employees within the CSEA Bargaining Unit may apply.

5.1.2. Selection of personnel to fill vacant positions will be determined by the Board of Education based on experience, ability, qualifications, and seniority.

5.1.3. Employee seniority will be established as of the effective date of appointment to a permanent position by the B.O.E. All seniority rights of an employee shall cease effective on the date of their termination of employment for any reason other than leaves of absence approved by the B.O.E. (Refer to Article I – Definitions).

(ARTICLE V – JOB OPENINGS, LAYOFF & RECALL continued)

5.1.4. If a vacancy occurs in the CSEA Bargaining Unit during the summer vacation period, the Unit President will be notified in situations that require filling of the position during that period. If the position is not filled during the summer vacation period, the position opening will be posted on the first day of regular school, and the above rules will apply.

5.1.5. Credit for previous experience or for military service will be determined at the discretion of the B.O.E. Such credit will be considered in determining the employee's starting salary.

5.2. Layoff & Recall:

5.2.1. If a reduction in the work force occurs, or a recall of personnel is instituted as a result of B.O.E. action, the following system will be followed:

5.2.2. Within a job classification, temporary and probationary employees will be laid off before permanent employees. Permanent employees will be laid off on the basis of reverse seniority.

5.2.3. As job openings occur following a layoff, those laid off employees within the job classification of the opening will be recalled in reverse order of the layoff. The recall provisions will be limited to two years from the date of the layoff.

5.2.4. Competitive class personnel will be laid off and recalled in accordance with Civil Service Procedures, if these procedures are different from the above.

5.2.5. Notification of recall to a prior employee will be made by certified letter. Failure of an employee to respond affirmatively to a recall within ten (10) days after receiving notification will void any rights provided under this Agreement, or appropriate laws and statutes.

ARTICLE VI – EMPLOYEE RIGHTS:

6.1 Disciplinary Action:

6.1.1. If disciplinary action is initiated against a Bargaining Unit employee, that employee will be given a copy of the charge(s) being made against him/her.

6.1.2. The employee may appeal the disciplinary action, if within five (5) days of receiving notice of the proposed action, the employee makes a written request to the Superintendent for a hearing.

(ARTICLE VI – EMPLOYEE RIGHTS continued)

- 6.1.3. Following the hearing, the Superintendent will issue a written decision to the employee, concerning the disciplinary action, within five (5) days of the hearing date.
- 6.1.4. The employee may appeal the Superintendent's decision to the Board of Education by making a written request to the Clerk, Board of Education, with a copy to the Superintendent, within five (5) days of receiving the Superintendent's decision.
- 6.1.5. The Board of Education, or a Committee thereof, will hold a hearing on the matter, and provide the employee with a written decision, which is final and binding.
- 6.1.6. Competitive class employees, some veterans, and noncompetitive class employees with five years of service are entitled to certain rights under Section 75 of the Civil Service Law. The rules and procedures of Section 75 may be used as an option to the above for those people in the classifications cited.
- 6.1.7. The election to use the Section 75 procedures as an alternate to the above may be instituted by the employee, by given written notice of this choice to the Superintendent, within five (5) days of receiving the Disciplinary Action charge(s).
- 6.1.8. Bargaining Unit employees shall be allowed CSEA representation, or a representative of their choice, to accompany them, if they are personally subjected to disciplinary interrogation, or at any hearing held under the provisions of the Article.
- 6.2. **Personnel Files:**
 - 6.2.1. Bargaining Unit employees may review the contents of their personnel file, and may make copies of any documents in the file, except for those received from sources outside the District and which have been marked "Confidential" by the sender.
 - 6.2.2. Employees wishing to review their files may do so by giving written notification to the Superintendent, who will arrange an appropriate time during the normal business hours of the Central Office. All reviews of personnel files will be done in the Central Office, in the presence of the Superintendent, or a designee.
 - 6.2.3. Employees may respond to any document in their file, except as noted above, by sending a written response to the Superintendent. The response will be attached to the document in the file by the District.

(ARTICLE VI – EMPLOYEE RIGHTS continued)

6.3. Use of Personal Vehicle

- 6.3.1. Bargaining Unit employees who are requested to use their personal vehicle for District business will be reimbursed for the mileage actually traveled, at the current rate established by the B.O.E.

6.4. Access to School Event:

- 6.4.1. Bargaining Unit employees and one guest will be admitted free of charge to all school events sponsored by the District.

6.5. Savings Bonds:

- 6.5.1. Bargaining Unit employees have the option of purchasing United States Savings Bonds through Payroll deduction.

6.6. Credit Union:

- 6.6.1. The District will provide full-time employees with payroll deduction privileges for Credit Union payments.
- 6.6.2. The Credit Union must be certified by New York State and established in accordance with State and Federal Statutes.
- 6.6.3. The necessary signature forms will be developed mutually by the District and CSEA.
- 6.6.4. Payroll deduction must be individually and voluntarily authorized by the employee.
- 6.6.5. Payroll deduction may be first initiated or terminated at any time; however, proper notification must be made to the Business Office two (2) pay periods in advance of the effective date.
- 6.6.6. Once payroll deduction is terminated by an employee, it may not be initiated again for a period of six (6) months from the date of termination.
- 6.6.7. The District will transmit the moneys collected to the proper Agency, whereupon all District responsibilities regarding these moneys shall cease. Bargaining Unit members, the Local CSEA Unit, its affiliates, and all other parties and agencies hereby waive all rights and claims for the moneys deducted, collected and transmitted in accordance with this Article, and will relieve and hold harmless the District, the Board, and all District employees from any liability therefore.

ARTICLE VII – ASSOCIATION RIGHTS:

7.1. Negotiations:

- 7.1.1. Members of the Union's Negotiating Team may be excused from their normal duties, without loss of pay, when their presence is required at negotiation sessions with District representatives. In such circumstances, a written request to excuse the employee must be made to the Superintendent by the Unit President.
- 7.1.2. Payment of an employee's salary while attending the negotiating sessions above will be limited to one employee per Department, (i.e. a group of employees with a common interest, such as Custodians/Cleaners; Bus Drivers/Bus Aides; Cafeteria Personnel, etc.) The Unit President will be excluded from this limitation.

7.2. Grievances:

- 7.2.1. Normally, the processing of grievances and any associated investigation will be conducted at times other than the normal workday. However, when circumstances require this be done during the normal workday of an employee, the necessary time will be allowed by the Superintendent, without loss of pay to the employee.

7.3. Limitations:

- 7.3.1. Employees shall not engage in Unit activities during their assigned work hours. However, the above shall not preclude incidental discussions between a Unit officer and a Unit member during the workday as long as it is not protracted, nor unduly interferes with the performance of the employee's duties.

7.4. Publication of Agreement:

- 7.4.1. The District will furnish each employee in the Bargaining Unit with a printed copy of this Agreement.

7.5. Dues Collection:

- 7.5.1. The District will deduct dues for the Stillwater CSEA Unit and its affiliates, from the salaries of employees who are CSEA members, and who individually and voluntarily authorized such deductions to be made by the District. Authorization must be in the form of dues deduction cards signed by each employee electing this method of dues payment.
- 7.5.2. Dues deductions will be made in equal installments for all employees, spread evenly across the pay periods remaining in the ten month school year after the proper authorization has been received by the District. Any adjustments necessary in the installments to correct for the proper amount of yearly dues will

(ARTICLE VII – ASSOCIATION RIGHTS continued)

(7.5.2 Dues Collection continued)

be made in the last pay period of the school year. It will be the responsibility of the local CSEA Unit to collect any unpaid portion of the yearly dues resulting from late receipt of authorization cards, partial year employment, leaves of absence, etc.

- 7.5.3.** The District will transmit the dues monies collected to CSEA, Inc., within a reasonable time following each pay period, whereupon all District responsibility regarding these monies shall cease. Bargaining Unit members, the Local CSEA Unit, its affiliates and all other parties, hereby waive all rights and claims for the monies deducted and transmitted in accordance with this Article, and relieves the District, the Board, and all District employees from any liability thereof.
- 7.5.4.** An employee may discontinue dues deduction previously authorized, by providing written notification to the Superintendent. The District will discontinue dues deduction within twenty (20) days following receipt of the notification.

7.6. CSEA Unit Leave:

- 7.6.1.** The District will provide the CSEA Unit with a total of four (4), eight (8) hour days leave each year, with pay, for the purpose of conducting legitimate union business, which cannot be conducted at a time other than regular work periods.
- 7.6.2.** This leave will be granted for one employee, per department, attending CSEA statewide conventions and workshops that require an employee to be away from their District position.
- 7.6.3.** The leave may be taken in full or part days.
- 7.6.4.** The Unit President will notify the Superintendent at least one week in advance of the date the leave is to be taken, except in unusual emergency situations, which shall require notification as soon as possible prior to the date of the leave.

7.7 Employee List:

- 7.7.1.** The District will provide to CSEA, Inc., on an annual basis each fall, a list of all Bargaining Unit employees. The list shall include the employees name, date of hire, job classification and Social Security number.
- 7.7.2.** When new employees are appointed to job positions within the Bargaining Unit, the District will notify the President of the local Union, on a monthly basis.

ARTICLE VIII – WORKING CONDITIONS:

8.1. General:

- 8.1.1. Except as provided herein, the regularly scheduled workweek and workday shall not be changed during the term of this Agreement except by mutual agreement between the employee and the employer.
- 8.1.2. Employees appointed to a permanent position by the B.O.E. prior to July 1, 1996 will be considered as "old" employees for the purpose of this Agreement, and will retain that employee status regardless of whether or not they change job positions or descriptions. Employees appointed to a permanent position by the B.O.E. on or after July 1, 1996 will be considered as "new" employees for the purpose of this Agreement.

8.2. Work Year:

- 8.2.1. Ten month employees will work when school is in session based on the Stillwater School Calendar. Necessary work when school is not in session may be scheduled as appropriate. Employees affected shall be notified at least one (1) week in advance, except in emergency situations.
- 8.2.2. Certain groups of personnel, based on their position and on the needs of the District, may not be required to work during Superintendent's Conference Days, snow days, and examination days, etc.
- 8.2.3. All ten month employees will be paid an annual salary based on a minimum of 185 days. Any work assigned in excess of 185 days will be paid for based on the employee's prorated annual salary.
- 8.2.4. Employees appointed to a twelve month position will work the entire calendar year, less District designated holidays, and their earned vacation.

8.3. Workweek:

- 8.3.1. The regular work week shall be Monday through Friday. For overtime purposes, a week shall be considered Monday through Sunday. However, the payroll period will end on Friday, and payment for any overtime worked beyond Friday will be added to the following week's earnings.

(ARTICLE VIII – WORKING CONDITIONS continued)

8.4.1 Non-contract Language for Secretaries:

8.4.1.1 The parties agree to use the following non-contract language as a guideline for the solution to Secretaries' Recess, Snow Days, and Summer Hours:

Effective June 30, 2003: Day ends as per regular schedule per CSEA Agreement.

8.4.1.2 2001-2002 – Recess and Snow Days: Need to work 50% of the time during that specific day or discrete recess time period (may not be aggregated), i.e., Christmas Holiday December 25, 2001 and January 1, 2002 are days which are designated holidays. The other days in the "recess" period are 12/24/01, 12/26/01, 12/27/01, 12/28/01 and 12/31/01. Out of those 5 days the secretary would be required to work 2 ½ days to be determined by the building administrator. Those days could be set on a "round-robin" basis, but limited to that discrete time period.

8.4.1.3 2002-2003 – Recess and Snow Days: Need to work every day, but only for 50% of that day, either A.M. or P.M., to be determined by the building administrator.

8.4.1.2 Effective June 30, 2003, all employees will work recess days and snow days as per the CSEA Agreement.

8.4.1.3 The regular workday shall not exceed eight (8) hours, exclusive of lunch. The regular work day for the particular classifications of employees is shown in Appendix #1A - #3A.

8.5. Superintendent's Discretion:

8.5.1. The Superintendent may, at his discretion, adjust the length of the regular work day to accommodate particular transportation routes, seasonal workloads, or for any other purpose, but such action will not establish any binding precedent or practice.

8.5.2 The Superintendent may, at his discretion, change the workday of the custodial staff to 7:00 a.m. – 3:30 p.m., including a one-half (1/2) hour lunch period, during the last ten (10) workdays prior to the opening of school in September, if in his sole judgement, after inspection of the work in progress, such action is necessary to satisfactorily complete the summer work program.

(ARTICLE VIII – WORKING CONDITIONS continued)

8.5.3 Work Day

With respect to the work schedule of the bargaining unit members, the district shall have the sole management right to provide reduced time off from work during the recess periods or snow days. Any such reduced time off from work is to be determined solely by the district, shall be non-precedent setting, and shall not establish any past practice.

8.6. Call-In time:

- 8.6.1. If an employee is called into work in accordance with the defined "call-in time" (Article I – Definitions), that employee will receive two (2) hours pay at a rate of time and one-half (1-1/2) times their normal hourly rate, regardless of the time actually worked. The time and one-half rate will apply whether or not the employee has exceeded forty (40) hours during that particular work week, i.e., in all cases the pay will be a total of three (3) hours for two (2) hours or less time actually worked.

8.7. Night Shift:

- 8.7.1. Night shift employees will be given their work assignments at the beginning of their shift by the appropriate supervisory personnel.

8.8. Clothes and Equipment:

- 8.8.1. All personnel will utilize safety clothes and equipment appropriate to their respective jobs.
- 8.8.2. School lunch personnel will be furnished uniforms at a cost not to exceed \$75.00.
- 8.8.3. Full-time personnel in the following work categories will be furnished three (3) rental uniforms, and three (3) rental jackets per week: Bus Mechanics, Building Maintenance Mechanics, Senior Custodians, Head Custodians, Custodians, and Cleaners. These uniforms may be worn only while working under District jurisdiction, and to and from the employee's workplace.
- 8.8.4. The style, color, and other characteristics of uniforms and jackets will be mutually determined by the District and CSEA.

8.9. Extra-Curricular Activity Trips:

- 8.9.1. Activity trips will be posted one (1) week in advance of the trip whenever possible. A sign-up sheet will be provided for those drivers electing to drive the activity trip.

(ARTICLE VIII – WORKING CONDITIONS continued)

- 8.9.2. A back-up, sign-up sheet will also be provided, on which the Union agrees to provide a list of a minimum of three drivers. In case an adequate number of drivers do not sign-up in (8.9.1) above, or in case a driver signed-up in (8.9.1) is unable to drive the activity trip, drivers on the back-up list will drive the trip.
- 8.9.3. Assignment of Bus Drivers to activity trips will be made by the Bus Dispatcher on a rotating basis of seniority. If a bus driver does not sign-up, or does not drive a trip, the driver will forfeit a turn.
- 8.9.4. Activity trips which are made during the time scheduled for regular bus runs will be assigned to substitute bus drivers.
- 8.9.5. If a substitute bus driver is not available to accept an activity trip assignment, part of which is during the time of a regular bus run, a regular bus driver who has a regular run may then be used, on a seniority basis, for the activity trip.
- 8.9.6. Bus Drivers hired on or after July 1, 1989 may be assigned the driving of activity trips by the Superintendent, if an adequate number of drivers do not sign-up for the trips.

ARTICLE IX – VACATIONS AND HOLIDAYS:

9.1. Vacations:

- 9.1.1. Eligible, full-time employees working on a twelve (12) month basis will be granted vacation time depending on their years of service to the District, as shown below:
- 9.1.2. All vacations will be earned as of July 1 of each year.

9.2. Earning of Vacation – First Year Employees:

- 9.2.1. First year, eligible employees will earn vacation on a prorated basis as follows:

Month of appointment to a permanent position	Prorated vacation earned in the first year of appointment; to be taken on or after July 1 of the Fiscal Year following the year of appointment
July, August -----	5 days
September, October -----	4 days
November, December, January ---	3 days
February, March -----	2 days
April, May -----	1 day
June -----	0 day

(ARTICLE IX – VACATIONS AND HOLIDAYS continued)

9.3. Earning of Vacation – After First Year of Employment:

- 9.3.1. Note:** For the purpose of this Section, the year of appointment shall be considered the first (1st) year of service, regardless of the month of appointment.

Beginning of Fiscal Year following the year of appointment	Weeks of earned vacation as of July 1
2 nd Year of Service	1 Week
3 rd Year of Service	2 Weeks
8 th Year of Service	3 Weeks
14 th Year of Service	4 Weeks

9.4. Vacation Scheduling:

- 9.4.1.** Employees shall make their request for their summer vacation to the Administration between March 1 and May 1 of each school year. Requests for vacation at other than the summer recess period should be made as soon as possible. (see 9.4.4 below).
- 9.4.2.** If conflicts occur in vacation scheduling, preference for the first two weeks, or one week if appropriate, of each employee's vacation will be determined on a District seniority basis.
- 9.4.3.** For employees with greater amounts of earned vacation than two weeks, preference for the amount over two weeks will also be determined on a District seniority basis, after scheduling of the first two weeks (or 1 week if appropriate) of vacation for all employees has been resolved.
- 9.4.4.** The normal vacation period is considered to be between the closing of school in June, and two weeks prior to the opening of school in September. The use of part of an employee's earned vacation at other times may be considered, or may be recommended by the Administration.
- 9.4.5.** Scheduling of vacation time will be done mutually between the employee and the Administration.
- 9.4.6.** Allotted vacation time must be used during the year that an employee becomes eligible for that vacation. Unused vacation may not be carried over from one year to the next, unless prior approval is given by the Superintendent.

(ARTICLE IX – VACATIONS AND HOLIDAYS continued)

9.5. Holidays:

9.5.1. Employees working on a twelve (12) month basis will receive ten (10) paid holidays per year, which traditionally are as follows:

Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day
New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day

9.5.2. The particular day of a holiday observance will be listed on the school calendar.

9.5.3. If the date of the holiday observance occurs during an employee's vacation, the employee will receive an additional day off. Scheduling of this day will be done mutually by the employee and the Administration.

ARTICLE X – LEAVES OF ABSENCE:

10.1. General:

10.1.1. Bargaining Unit employees may be absent from work, with or without loss of salary in accordance with the rules set forth below.

10.1.2. In the following sections, unless otherwise specified, allotted days for an employee's absence without loss of salary are based on permanent employment. Substitute employees will not be credited with any earned leave.

10.1.3. When an employee has accumulated leaves in one job category, and then moves to another job having a different number of hours in the regular workday, the accumulated leave will be converted to hours based on the original job, and then reconverted to days based on the hours of work in the latter job.

10.1.4. Permanent employees appointed prior to July 1, 1996, who work less than a full year, will earn sick leave, and personal business leave on a prorated basis.

10.1.5. Employees hired after June 30, 1996 will be granted sick and personal leave if they meet the rules for eligibility shown on the following pages.

(ARTICLE X – LEAVES OF ABSENCE continued)

10.2. Sick Leave:

10.2.1. Sick Leave Allowance:

Personnel permanently appointed prior to July 1, 1996:

10.2.1.1. Employees permanently appointed prior to July 1, 1996, by the B.O.E. will be granted sick leave as follows:

Full-time, twelve month employees	16 days/year
Full-time, ten month employees	14 days/year
Part-time, twelve month employees	11 days/year
Part-time, ten month employees	9 days/year

10.2.2 Sick Leave Allowance:

Personnel permanently appointed on or after July 1, 1996

10.2.2.1. Full-time employees who have been permanently appointed on or after July 1, 1996, by the B.O.E., to a regularly established position of eight (8) hours per day (exclusive of lunch), five (5) days a week, for a ten or twelve month workyear; or Bus Drivers who are permanently appointed to a regularly established position of five (5) or more hours per day, five (5) days a week, for a ten or twelve month workyear, and who have been employed for a full school year will be granted sick leave as follows:

10.2.2.2. 12 Month, 8hr/day employees & 12 Month, 5hr/day Bus Drivers -12 days/year.

10.2.2.3. 10 Month, 8hr/day employees & 10 Month, 5hr/day Bus Drivers-10 days/year.

10.2.2. First Year Allowance:

10.2.2.1 Permanently appointed (on or after July 1, 1996), Full-Time eligible employees will earn sick leave during their first year of employment at the rate of one day per month of service, up to a total of ten (10) days.

10.2.3. Accumulation:

10.2.3.1. Unused sick leave days may be accumulated on an unlimited basis for those employees permanently appointed prior to July 1, 1996.

10.2.3.2. Unused sick leave days may be accumulated to a maximum of 200 days for those employees permanently appointed on or after July 1, 1996.

(ARTICLE X – LEAVES OF ABSENCE continued)

10.2.4 Use of Sick Leave:

- 10.2.4.1. Sick leave days may be used for personal sickness or injury of the employee, at home, in the hospital, or under the care of a physician while residing at home.
- 10.2.4.2. A doctor's certificate may be required for sick leave absences of more than three (3) days. For sick leave absences of less than three (3) days, a doctor's certificate may be required if the employee has been told of that requirement prior to the date of the absence.

10.2.5. Family Sickness:

- 10.2.5.1. Employees may use one-half of their annual allotted personal sick leave, when sickness occurs in the immediate household family, and such sickness requires the employee to be at home to care for the family member.
- 10.2.5.2. In situations involving immediate family members not living in the household of the employee, requests for leave shall be made to the Superintendent, or his representative, for a decision.

10.2.6. Sick Leave Notification:

- 10.2.6.1. Employees shall notify their immediate supervisor of personal sickness, or of family sickness, at least twelve (12) hours before the employee's normal starting time, except in emergency situations.

10.2.7. Sick Leave Bonus:

- 10.2.7.1. Permanent employees appointed prior to July 1, 1996, who have not used any sick leave, and have not used more than three (3) personal business leave days during their normal work year, will receive an additional ten (10) days added to their accumulated sick leave, at the end of the fiscal year.
- 10.2.7.2. Employees appointed on or after July 1, 1996, are not eligible for the Sick Leave Bonus.

10.3 Personal Business Leave:

10.3.1 Allowance – Personnel permanently appointed prior to July 1, 1996:

- 10.3.1.1 Full and part-time, ten and twelve month, permanent employees appointed by the B.O.E. prior to July 1, 1996 will be granted five (5) personal business leave days each school year for the purpose of conducting personal business of the employee that cannot be conducted at a time other than the regular school day.

(ARTICLE X – LEAVES OF ABSENCE continued)

10.3.2. Allowance – Personnel permanently appointed on or after July 1, 1996:

10.3.2.1. Full-time employees who have been permanently appointed on or after July 1, 1996, by the B.O.E., to a regularly established position of eight (8) hours per day (exclusive of lunch), five (5) days a week, for a ten or twelve month workyear; or Bus Drivers who are permanently appointed to a regularly established position of five (5) or more hours per day, five (5) days a week, for a ten or twelve month workyear, and who have been employed for a full school year will be granted three (3) days of Personal Business Leave.

10.3.2.2. First Year Allowance:

Newly appointed (on or after July 1, 1996), eligible employees will earn up to a maximum of three (3) days of personal business leave during their first year of employment at the rate of one day for every three (3) months of service, starting with the first month of employment.

10.3.3. Personal Business Leave Rules:

10.3.3.1. Personal business leave days may be used for the purpose of conducting personal business of the employee that cannot be conducted at a time other than the regular school day.

10.3.3.2. Personal business leave may not be taken immediately prior to, or immediately following a vacation, holiday, or recess period, unless approved by the Superintendent.

10.3.3.3. Personal business leave may not be used for gainful employment except with the express permission of the Board of Education.

10.3.3.4. Employees requesting personal business leave shall notify their immediate supervisor two (2) days in advance except in emergency situations, and indicate the purpose of the leave is in accordance with this Article.

10.3.3.5. Exceptions to the above provision of Personal Business Leave will be made at the discretion of the Superintendent.

10.3.3.6. Unused personal business leave will be added to an employee's accumulated sick leave at the end of each school year.

(ARTICLE X – LEAVES OF ABSENCE continued)

10.4. Bereavement Leave:

10.4.1. Bereavement leave will be granted when a death occurs in the employee's family. This leave must be immediately associated with the time of death of the person for whom the leave is taken, and may be used as follows for each occurrence:

10.4.2. Maximum of five (5) days – spouse or children

10.4.3. Maximum of three (3) days – mother, father, sister, brother, mother-in-law, father-in-law

10.4.4. One (1) day to attend the funeral of a grandparent, aunt, uncle, niece or nephew.

10.4.5. In situations not listed above, or for exceptions, requests for leave shall be made to the Superintendent for a decision.

10.5 Jury Duty/Subpoenaed Witness:

10.5.1 If an employee is required to serve on jury duty, or is subpoenaed to appear as a witness in a legal proceeding not initiated by the employee, his/her immediate family, or the CSEA Unit, the employee will receive his/her regular pay for the period of time actually required to be in court. In addition, reasonable travel time will be allowed. Any monies received for the court appearance will be turned over to the District.

10.6 Maternity Leave:

10.6.1. An unpaid leave of absence of up to two (2) years will be granted to permanent employees for the purpose of childbearing.

10.6.2. An employee desiring maternity leave must make a written request to the Board of Education with a copy to the Superintendent, requesting such leave at least five (5) months prior to the expected date of birth. A physician's statement must accompany the request for leave, certifying the necessity of the maternity leave.

10.6.3. The employee may continue in active employment during her pregnancy as long as she is able to satisfactorily perform her job duties, and she has presented satisfactory evidence that a physician has determined her medical fitness for continuing her job duties. The physician must stipulate the period of time the employee may continue in active employment.

(ARTICLE X – LEAVES OF ABSENCE continued)

- 10.6.4.** If a medical disability occurs as a result of an existing pregnancy while the employee is actively employed, the employee may use sick leave during the period of medical disability, if the employee furnishes the district with a physician's statement attesting to that fact. In such cases, examination by the school physician may be required.
- 10.6.5.** Credit for seniority, advancement of salary, or other benefits will not be accrued during an unpaid maternity leave.
- 10.6.6** Following an approved leave of absence for childbearing, the employee will be re-employed by the District in a job similar to the one held prior to leaving, provided the employee returns within the stipulated time period.
- 10.6.7.** Upon re-employment, the employee will be credited with accumulated sick leave and seniority held at the time the leave began.

ARTICLE XI – BENEFITS:

11.1. General:

11.1.01 All current and retired members shall be offered BC/BS PPO, MVP"B", or CDPHP. The Empire BC/BS Matrix Plan shall cease to be offered to employees and retirees, effective December 1, 2004.

11.1.02 Lump sum payment to the CSEA bargaining unit.
Effective December 1, 2004: The Empire BC/BS Matrix I Plan shall cease to be offered to employees and retirees. In consideration of the CSEA's agreement on this specific matter, the District agrees to provide a lump sum payment of \$32,000 distributed to employees pursuant to a disbursement schedule to be developed by the CSEA, and with such disbursement schedule to be provided to the District no later than January 1, 2005. One-half of this dollar amount shall be made available on or before January 31, 2005, and the remaining one-half no later than June 30, 2005. Such monies shall not be added to base annual salaries.

11.1.03 Cap health insurance premium contributions at:

Individual	\$225.00
Two-person	\$420.00
Family	\$450.00

for the length of the contract, until June 30, 2008.

11.1.1. The Board of Education reserves the right to provide an alternative Health Plan equivalent to the current Blue Cross/Blue Shield PPO Plan.

(ARTICLE XI – BENEFITS continued)

11.1.2. When a husband and wife are both employed by the District, and both are eligible for Health Insurance, the District will determine the most economical method to provide coverage for both employees, i.e. family plan, two individual plans, etc.

11.2. Health Insurance Plan:

11.2.1. Personnel permanently appointed prior to July 1, 1996:

11.2.1.1. The District will continue to provide BC/BS PPO, MVP "B", CDPHP, or another district designated plan to District employees enrolled in a Plan prior to July 1, 1996. Those employee's share of the premium costs are as follows, through and including the 1999-2000 school year:

Employee Only -----	\$2.00 per month, for 10 months
Family Plan -----	\$5.00 per month, for 10 months

11.2.1.2. Beginning in the 2000-2001 school year the above method of payment will cease and those employees enrolled in a Health Plan on July 1, 2000, will contribute one percent (1%) of their gross salary towards the premium costs each pay period, for either individual, two-person, or family coverage.

11.2.1.3. If an employee is enrolled in an individual plan before July 1, 1996, and requests coverage under a two-person or a family plan after that date, the employee will contribute two percent (2%) of their gross salary for the latter coverage.

11.2.1.4. The gross salary to be used in this computation will be the employee's contract salary on July 1 of each fiscal year, and will not include any extra pay such as for overtime, extra bus runs, etc.

11.2.1.5. The employee contribution will be on a "pretax" basis.

11.2.2. Personnel permanently appointed on or after July 1, 1996, but prior to January 1, 2002:

11.2.2.1. The District will provide BC/BS PPO, MVP "B", CDPHP, or another district designated plan to Full-Time employees who have been permanently appointed on or after July 1, 1996, by the B.O.E. to a regularly established position of eight (8) hours per day (exclusive of lunch), five (5) days a week, for a ten or twelve month workyear; or Bus Drivers who are permanently appointed to a regularly established position of five (5) or more hours per day, five (5) days a week, for a ten or twelve month workyear.

11.2.2.2. Personnel permanently appointed on or after July 1, 1996 but prior to January 1, 2002, who are eligible, and who request health insurance coverage, will pay the following amounts toward premium costs each pay period, effective on the day of enrollment.

Two-person, or family plan ----- 2% of gross annual salary

11.2.2.4. The employee contribution will be on a “pretax” basis.

11.2.3.1. The District will provide BC/BS PPO, MVP "B", CDPHP, or another district designated plan to Full-time employees who have been permanently appointed on or after January 1, 2002 by the B.O.E., to a regularly established position of eight (8) hours per day (exclusive of lunch), five (5) days a week, for a ten or twelve month work year; or Bus Drivers who are permanently appointed to a regularly established position of five (5) or more hours per day, five (5) days a week, for a ten or twelve month work year.

Two-person or family plan	2% of gross annual salary
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11.2.3.4. The employee contribution will be on a “pretax” basis .

(ARTICLE XI – BENEFITS continued)

11.3. Dental Plan:

11.3.1. Personnel permanently appointed prior to July 1, 1996:

- 11.3.1.1. The District will continue to provide eligible personnel, who have been permanently appointed prior to July 1, 1996, with the Blue Cross/Blue Shield Dental Plan containing Rider "A" under the 80/20 co-pay agreement. The District, at its option, may elect to provide an alternate, equivalent dental plan to the one now in effect.
- 11.3.1.2. The District will pay the full premium cost of the individual plan for the employee, and seventy-five (75%) of the premium cost for the family portion of the plan.
- 11.3.1.3. The employee contribution will be on a "pretax" basis.
- 11.3.1.4. As an alternative to the above Dental Plan, if the CSEA Bargaining Unit elects to do so, the District will, commencing at the beginning of a contract period, provide eligible employees with the CSEA Dental plan if the maximum cost of the individual and/or the family premiums do not exceed the cost of the Blue Cross/Blue Shield Dental Plan premiums, at any time during the contract period.
- 11.3.1.5. Dental Plan premiums will not be paid by the District if: (1) the individual employee is covered under another dental plan; (2) members of the employee's family are covered under another dental plan.
- 11.3.1.6 Employees must certify to the above at the beginning of each work year. If violations are discovered, the employee will repay the cost of the premiums to the District for the period of double coverage.

11.3.1.7 Health Insurance Buyout

Effective July 1, 2004, a \$1,200.00 buyout will be paid yearly to individuals choosing not to take the district provided health insurance option. Only those employees who were subscribers as of June 30, 2004 are eligible.

If individuals opt back into the district provided health insurance coverage, they shall be placed in a plan designated by the district.

11.3.2. Personnel permanently appointed on or after July 1, 1996:

- 11.3.2.1. The Dental Plan will not be provided to any employee appointed by the B.O.E. after July 1, 1996.

(ARTICLE XI – BENEFITS continued)

11.4. Retirement Plan:

11.4.1. The District will provide N.Y.S. Retirement Plan 75i for eligible Tier I and Tier II, full-time employees, beginning in the 1990-1991 school year. Tier III and Tier IV employees will be provided a retirement plan in accordance with the law.

11.5 Death Benefit:

11.5.1. The District will provide full-time employees with the death benefit provisions of N.Y.S. Plan 60b.

11.6 Retirement Health Plan:

11.6.1. Effective July 1, 2002, full-time employees who retire from the District at the age of 55 or older with 15 years or more of full-time equivalent service, and who are not covered by another hospitalization/medical insurance plan, which is equal or better, will be provided hospitalization/medical insurance for the individual retired employee and his/her eligible dependent family members in accordance with the following rules. Dental Insurance will not be provided.

11.6.2. Upon retirement, the District will pay 80% of the premium cost for the eligible retired employee, and 50% of the premium cost for the eligible dependent family members.

11.6.3. At the time of retirement, the District will credit each employee with the total amount of unused, accumulated sick leave they have earned. The amount of money calculated by multiplying the total number of accumulated days by the factor shown below, will be used by the District to pay the employee's share of premium cost after retirement, until the credit has been depleted. Thereafter, the retiree must pay his/her share of the premium cost prior to the premium due date.

<u>Regular Work Day at the Time of Retirement</u>	<u>Factor</u>
7 - 8 hours -----	\$60.00
4 – 6.9 hours -----	\$40.00
3 – 3.9 hours -----	\$26.00

11.6.4. Effective with those employees retiring on or after July 1, 1989, when the employee becomes eligible for Medicare coverage, the premium payment by the District will be reduced proportionally. The District will not compensate retirees for Medicare Insurance costs.

(ARTICLE XI – BENEFITS continued)

11.7. Notification to District:

- 11.7.1. Employees desiring to continue insurance coverage after retirement must provide the District with written notice to that effect, a minimum of ninety (90) days prior to the date of retirement.
- 11.7.2. During the period of time when the District is paying the full premium cost through the unused sick leave credit clause, annual notification to the District must be made that the coverage is to remain in effect. Failure to provide such notice annually shall be considered by the District that the insurance is no longer needed or desired.
- 11.7.3. If such notice is not received by the District, a certified letter will be sent by the District to the last known address of the retiree, requesting the status of the insurance need. If the District does not receive a positive response within fifteen (15) calendar days of receipt by the retiree, or within fifteen (15) days of inability to deliver the letter by the postal service, the District will terminate the insurance coverage.
- 11.7.4. When a retiree is paying part of the premium costs, regular receipt of the retiree's share shall be considered by the District that the coverage is to remain in effect.
- 11.7.5. If the District does not receive the retiree's share of the premium cost prior to the due date, the District shall assume the insurance coverage is no longer needed or desired, and it will be terminated.

11.8. Death of Retiree:

- 11.8.1. Upon the death of a retiree covered under the provisions of this Article, if the retiree's spouse (and eligible family members) is not covered by another hospitalization/medical plan that is equal or better, the spouse may continue insurance coverage by making a written request to the Superintendent and paying the full premium cost prior to the due date.

11.9. Retirement Cash Plan:

- 11.9.1. Those employees not enrolled in the Health Plan at the time of retirement will be paid a lump sum, cash payment based on unused sick leave.
- 11.9.2. Those employees enrolled in the Health Plan at the time of retirement may choose between the retirement Health Plan and the retirement Cash Plan.

(ARTICLE XI – BENEFITS continued)

11.9.3. Notification of the intent to retire must be made to the Superintendent, in writing, by February 1, of the school year preceding the school year in which the retirement is to occur.

11.9.4. The amount of the lump sum payment shall be sixty-five percent (65%) of the amount calculated in Section 11.6.3 above, limited to a maximum of one hundred twenty-five (125) accumulated sick leave days.

11.9.5. Free admission events card as reflected in the CSEA proposal.

ARTICLE XII – COMPENSATION:

12.1. Salaries

12.1.1. 2004-2005 year: Increase salary schedule and employee salaries by 4.00%, effective July 1, 2004.

12.1.2. 2005-2006 year: Increase salary schedule and employee salaries by 4.0%, effective July 1, 2005.

12.1.3. 2006-2007 year: Increase salary schedule and employee salaries by 3.85%, effective July 1, 2006.

12.1.4. 2007-2008 year: increase salary schedule and employee salaries by 3.85%, effective July 1, 2007.

12.2. Anniversary Dates:

12.2.1 For the purpose of salary rate calculations only, an employee's anniversary date will be established as follows:

a. Employees appointed to a permanent position between July 1 and January 31 of a fiscal year will have an effective starting day of July 1 of that work year.

b. Employees appointed to a permanent position between February 1 and June 30 of a fiscal year will have an effective starting date of July 1 of the following work year.

12.3. Longevity:

12.3.1. Employees' salaries will be increased at the beginning of their 11th, 16th, 21st, 26th and 30th year of service in the District, by an amount equal to five percent (5%) of the base starting salary of their current job classification.

(ARTICLE XII – COMPENSATION continued)

12.3.2. Employees appointed to a part-time position for the entire ten (10) month school year, or for the twelve (12) month work year, will be given a year of service credit for the purpose of longevity calculations.

12.4. Shift Differential:

12.4.1. Employees assigned to a twelve (12) month, eight (8) hour, night shift position commencing at 3:00 PM or later, will be paid an annual night shift premium of \$599. The night shift premium will be prorated in situations other than the above.

12.5. Overtime:

12.5.1. Hours worked in excess of forty (40) hours per week will be compensated at the rate of one and one-half (1-1/2) times the employees regular hourly rate of pay.

12.5.2. Employees working in two separate District positions will be compensated for overtime hours worked, at their regular rate of pay, or the base rate of the other position, whichever is higher.

12.5.3. Compensation for District authorized overtime will be paid to employees in the paycheck following the pay period in which the overtime hours were worked.

12.6 Special:

12.6.1. Employees working longer than their regular established workday in their normal work assignment will be compensated at their regular hourly rate up to a total of forty (40) hours per week. If the workweek exceeds forty (40) hours, Section 12.5 will apply.

12.6.2. Bus drivers will be paid \$6.01/hr. while in attendance at training sessions.

Effective July 1, 2004 – \$6.01/hr increase 4.0% to \$6.25/hr

Effective July 1, 2005 – \$6.25/hr increase 4.0% to \$6.50/hr

Effective July 1, 2006 - \$6.50/hr increase 3.85% to \$6.75/hr

Effective July 1, 2007 - \$6.75/hr increase 3.85% to \$7.01/hr

12.6.3. District employees will be paid at the rate of \$7.28/hr., or their actual hourly rate of pay, whichever is greater, when requested to work at non-District sponsored functions that are held at times other than the normal work day. Assignments for non-District sponsored functions will be made on a rotating basis governed by the seniority list of the Custodial and/or the Food Service Staff, as appropriate.

Effective July 1, 2004 – \$7.28/hr increase 4.0% to \$7.57/hr

Effective July 1, 2005 – \$7.57/hr increase 4.0% to \$7.87/hr

Effective July 1, 2006 - \$7.87/hr increase 3.85% to \$8.17/hr

Effective July 1, 2007 - \$8.17 increase 3.85% to \$8.48/hr

(ARTICLE XII – COMPENSATION continued)

- 12.6.4.** Bus Drivers, when not driving a regularly assigned daily route, shall be compensated at the rate of \$11.87 for all "extra" driving, including field, athletic, or incidental trips.
Effective July 1, 2004 – \$11.87/hr increase 4.0% to \$12.34/hr
Effective July 1, 2005 – \$12.34/hr increase 4.0% to \$12.83/hr
Effective July 1, 2006 - \$12.83/hr increase 3.85% to \$13.32/hr
Effective July 1, 2007 - \$13.32/hr increase 3.85% to \$13.83/hr
- 12.6.5.** Compensation for Substitute Personnel will be determined by the Board of Education and the Superintendent, but shall not exceed the rate paid to a regularly employed individual in the same job category, unless such substitute salary is paid to a skilled tradesperson by experience or professional license, including but not limited to plumbers, carpenters, painters, tapers, masons, roofers, carpet installers, in which case the rate may exceed such limit.
- 12.6.6.** The District will equalize all bus routes to the extent possible to attain bus routes of five (5) hours/day. The Union will assist in the equalization of routes.
- 12.6.7.** Near the beginning of each school year, the actual average time of each bus route will be established to the nearest fifteen (15) minutes.
- 12.6.8.** The annual salary of individual Bus Drivers and Bus Aides will be determined on the basis of the actual average time required for their particular route, as established above. The minimum time for any route will be considered as five (5) hours, on which the base salary rate is established.
- 12.6.9.** During the school year, the established time may be adjusted if the Bus Route changes significantly; or if the Bus Driver, or the District believes the established time of the Bus Route is inaccurate. Salaries will be adjusted accordingly.
- 12.6.10** Extra time spent driving a route, over and above the established time for the route, as a result of unusual circumstances due to traffic accidents, snow storms, mandatory rerouting, etc., will be paid for. Salaries will not be adjusted for normal daily variations in the route time.
- 12.6.11** Drivers of certain routes, i.e., routes to other schools that are open when the Stillwater School is closed, may have more working days than the regular Stillwater School Drivers. Drivers will be paid a prorated amount based on their normal annual salary for driving more than 185 days.
- 12.6.12** Employees working in other than their regular positions for one day or longer, will be paid at their current rate, plus the differential between the base rates of the two positions, if both positions are within the Bargaining Unit.

(ARTICLE XII – COMPENSATION continued)

12.6.13. Establish “training rate” of \$8.50/hour

Training shall include drug/alcohol testing, physical performance tests, and instruction in AED/CPR.

2004-05	\$8.50
2005-06	\$8.84
2006-07	\$9.18
2007-08	\$9.53

12.6.14. Establish the position of Assistant Mechanic/Supervisor with a stipend of \$2,500.00.

ARTICLE XIII – GENERAL:

13.1 STATUTORY REQUIREMENT:

13.1.1. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

THIS AGREEMENT SHALL BECOME EFFECTIVE FOR THE TIME PERIOD SPECIFIED HEREIN IMMEDIATELY FOLLOWING APPROPRIATE ACTION BY THE PARTIES AT WHICH TIME REPRESENTATIVES THEREOF SHALL AFFIX THEIR SIGNATURE.

13.2 SEPARABILITY:

13.2.1. Should any part of this Agreement, or any provision contained herein, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a court of competent jurisdiction, such invalidation shall effect only that part or provision so involved, and all other parts and provisions of this Agreement shall remain in full force and effect.

13.2.2 If the above should occur, the Parties may, by mutual consent, consider alternates for any part or provision declared invalid.

(ARTICLE XIII – GENERAL continued)

13.3. SCOPE OF AGREEMENT:

13.3.1. The Parties have negotiated fully with respect to terms and conditions of employment, and this instrument constitutes the full and complete agreement between the Superintendent and the local CSEA Unit. It concludes all collective bargaining during its duration, and terminates all prior agreements and understandings. This Agreement shall supersede any rules, policies or regulations of the District which are contrary or inconsistent with its terms, and it may be amended, altered or modified only by mutual consent of the parties.

13.3.2. The Parties agree that by mutual consent they will consult on matters not contained in this Agreement, but which are determined to be terms and conditions of employment.

13.4. BOARD AUTHORITY:

13.4.1 The Board hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon it and vested in it by law and regulation, except as limited by the expressed terms of this Agreement.

ARTICLE XIV – DURATION OF AGREEMENT:

This Agreement shall be in full force and effect from July 1, 2004 through and including June 30, 2008, and shall have not retroactive provisions except as provided for herein. This Agreement shall have no continuing effect beyond June 30, 2008, except as provided for by law.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be implemented by the signing of their respective representatives this 12th day of September, 2005.

Judy Russell
President, CSEA Local

9-12-05
Date

Danica Felt
Superintendent, SCSD

9-12-05
Date

Dennis K. Sawyer
CSEA Labor Relations Specialist

9-12-05
Date

**STILLWATER CENTRAL SCHOOL
Non-Instructional Personnel**

**APPENDIX #1A
2004 – 2005**

<u>POSITION</u>	<u>ANNUAL DAYS</u>	<u>ANNUAL HOURS</u>	<u>APPROX. WORK HOURS PER DAY</u>	<u>HOURLY RATE</u>	<u>2004-2005 ANNUAL BASE SALARY</u>
HEAD MECH/DISP	260	2080	8.0	\$12.56	\$26,125
ASSISTANT MECH.	260	2080	8.0	\$11.92	\$24,794
CUSTOD/BUS DRIVER	260	2080	8.0	\$10.57	\$21,986
BUS DRIVER	185	925	5.0	\$12.69	\$11,738
HEAD CUSTODIAN	260	2080	8.0	\$11.79	\$24,523
SENIOR CUSTODIAN	260	2080	8.0	\$11.28	\$23,462
CUSTODIAN	260	2080	8.0	\$9.67	\$20,114
CLEANER	260	2080	8.0	\$9.26	\$19,261
BUILD. MAINT. MECH.	260	2080	8.0	\$11.37	\$23,650
ASST. BUILD. MAINT. MECH.	260	2080	8.0	\$10.46	\$21,757
OFFICE MANAGER	260	1950	7.5	\$12.36	\$24,102
BOOKKEEPER	260	1950	7.5	\$9.36	\$18,252
PAYROLL CLERK	260	1950	7.5	\$9.36	\$18,252
SENIOR TYPIST	260	1950	7.5	\$9.36	\$18,252
CLERK/TYPIST	185	1387.5	7.5	\$9.09	\$12,571
F.S. COOK	185	1295	7.0	\$8.54	\$11,059
F.S. BAKER	185	1295	7.0	\$8.30	\$10,749
F.S. CASHIER	185	647.5	3.5	\$8.30	\$5,374
F.S. HELPER	185	647.5	3.5	\$8.30	\$5,374
F.S. MACHINE OPER.	185	647.5	3.5	\$8.30	\$5,374
F.S. CUSTODIAN	185	647.5	3.5	\$9.27	\$6,002
SCHOOL NURSE*	185	1480	8.0	\$13.48	\$19,948
SCHOOL AIDE	185	1202.5	6.5	\$9.03	\$10,859
COMPUTER AIDE	185	1110	6.0	\$9.03	\$10,023
LIBRARY AIDE	185	1110	6.0	\$9.03	\$10,023
TEACHER AIDE	185	1110	6.0	\$9.03	\$10,023
BUS AIDE	185	925	5.0	\$9.03	\$8,353
HEALTH AIDE	185	721.5	3.9	\$9.03	\$6,515
CAFETERIA AIDE	185	555	3.0	\$9.03	\$5,012

* **SCHOOL NURSE** – The School Nurse may choose health insurance benefits or a \$5,000 stipend.

Note: This option of choosing a stipend in lieu of health insurance applies only to the position of School Nurse.

Note: Some Positions require different hours/day than shown above. In such cases, the employee's annual salary will be calculated based on the hourly rate shown for the particular job position.

**STILLWATER CENTRAL SCHOOL
Non-Instructional Personnel**

**APPENDIX #2A
2005 - 2006**

<u>POSITION</u>	<u>ANNUAL DAYS</u>	<u>ANNUAL HOURS</u>	<u>APPROX. WORK HOURS PER DAY</u>	<u>HOURLY RATE</u>	<u>2005-2006 ANNUAL BASE SALARY</u>
HEAD MECH/DISP	260	2080	8.0	\$13.06	\$27,165
ASSISTANT MECH.	260	2080	8.0	\$12.40	\$25,792
CUSTOD/BUS DRIVER	260	2080	8.0	\$10.99	\$22,859
BUS DRIVER	185	925	5.0	\$13.20	\$12,210
HEAD CUSTODIAN	260	2080	8.0	\$12.26	\$25,501
SENIOR CUSTODIAN	260	2080	8.0	\$11.73	\$24,398
CUSTODIAN	260	2080	8.0	\$10.06	\$20,925
CLEANER	260	2080	8.0	\$9.63	\$20,030
BUILD. MAINT. MECH.	260	2080	8.0	\$11.82	\$24,586
ASST. BUILD. MAINT. MECH.	260	2080	8.0	\$10.88	\$22,630
OFFICE MANAGER	260	1950	7.5	\$12.85	\$25,058
BOOKKEEPER	260	1950	7.5	\$9.73	\$18,974
PAYROLL CLERK	260	1950	7.5	\$9.73	\$18,974
SENIOR TYPIST	260	1950	7.5	\$9.73	\$18,974
CLERK/TYPIST	185	1387.5	7.5	\$9.45	\$13,070
F.S. COOK	185	1295	7.0	\$8.88	\$11,500
F.S. BAKER	185	1295	7.0	\$8.63	\$11,176
F.S. CASHIER	185	647.5	3.5	\$8.63	\$5,588
F.S. HELPER	185	647.5	3.5	\$8.63	\$5,588
F.S. MACHINE OPER.	185	647.5	3.5	\$8.63	\$5,588
F.S. CUSTODIAN	185	647.5	3.5	\$9.64	\$6,242
SCHOOL NURSE*	185	1480	8.0	\$14.02	\$20,746
SCHOOL AIDE	185	1202.5	6.5	\$9.39	\$11,291
COMPUTER AIDE	185	1110	6.0	\$9.39	\$10,423
LIBRARY AIDE	185	1110	6.0	\$9.39	\$10,423
TEACHER AIDE	185	1110	6.0	\$9.39	\$10,423
BUS AIDE	185	925	5.0	\$9.39	\$8,686
HEALTH AIDE	185	721.5	3.9	\$9.39	\$6,775
CAFETERIA AIDE	185	555	3.0	\$9.39	\$5,211

* SCHOOL NURSE – The School Nurse may choose health insurance benefits or a \$5,000 stipend.

Note: This option of choosing a stipend in lieu of health insurance applies only to the position of School Nurse.

Note: Some Positions require different hours/day than shown above. In such cases, the employee's annual salary will be calculated based on the hourly rate shown for the particular job position.

**STILLWATER CENTRAL SCHOOL
Non-Instructional Personnel**

**APPENDIX #3A
2006 – 2007**

<u>POSITION</u>	<u>ANNUAL DAYS</u>	<u>ANNUAL HOURS</u>	<u>APPROX. WORK HOURS PER DAY</u>	<u>HOURLY RATE</u>	<u>2006-2007 ANNUAL BASE SALARY</u>
HEAD MECH/DISP	260	2080	8.0	\$13.56	\$28,205
ASSISTANT MECH.	260	2080	8.0	\$12.88	\$26,790
CUSTOD/BUS DRIVER	260	2080	8.0	\$11.41	\$23,733
BUS DRIVER	185	925	5.0	\$13.71	\$12,682
HEAD CUSTODIAN	260	2080	8.0	\$12.73	\$26,478
SENIOR CUSTODIAN	260	2080	8.0	\$12.18	\$25,334
CUSTODIAN	260	2080	8.0	\$10.45	\$21,736
CLEANER	260	2080	8.0	\$10.00	\$20,800
BUILD. MAINT. MECH.	260	2080	8.0	\$12.28	\$25,542
ASST. BUILD. MAINT. MECH.	260	2080	8.0	\$11.30	\$23,504
OFFICE MANAGER	260	1950	7.5	\$13.34	\$26,013
BOOKKEEPER	260	1950	7.5	\$10.10	\$19,695
PAYROLL CLERK	260	1950	7.5	\$10.10	\$19,695
SENIOR TYPIST	260	1950	7.5	\$10.10	\$19,695
CLERK/TYPIST	185	1387.5	7.5	\$9.81	\$13,570
F.S. COOK	185	1295	7.0	\$9.22	\$11,940
F.S. BAKER	185	1295	7.0	\$8.96	\$11,603
F.S. CASHIER	185	647.5	3.5	\$8.96	\$5,802
F.S. HELPER	185	647.5	3.5	\$8.96	\$5,802
F.S. MACHINE OPER.	185	647.5	3.5	\$8.96	\$5,802
F.S. CUSTODIAN	185	647.5	3.5	\$10.01	\$6,481
SCHOOL NURSE*	185	1480	8.0	\$14.56	\$21,545
SCHOOL AIDE	185	1202.5	6.5	\$9.75	\$11,724
COMPUTER AIDE	185	1110	6.0	\$9.75	\$10,823
LIBRARY AIDE	185	1110	6.0	\$9.75	\$10,823
TEACHER AIDE	185	1110	6.0	\$9.75	\$10,823
BUS AIDE	185	925	5.0	\$9.75	\$9,019
HEALTH AIDE	185	721.5	3.9	\$9.75	\$7,035
CAFETERIA AIDE	185	555	3.0	\$9.75	\$5,411

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Note: This option of choosing a stipend in lieu of health insurance applies only to the position of School Nurse.

Note: Some Positions require different hours/day than shown above. In such cases, the employee's annual salary will be calculated based on the hourly rate shown for the particular job position.

**STILLWATER CENTRAL SCHOOL
Non-Instructional Personnel**

**APPENDIX #3A
2007 – 2008**

<u>POSITION</u>	<u>ANNUAL DAYS</u>	<u>ANNUAL HOURS</u>	<u>APPROX. WORK HOURS PER DAY</u>	<u>HOURLY RATE</u>	<u>2007-2008 ANNUAL BASE SALARY</u>
HEAD MECH/DISP	260	2080	8.0	\$14.08	\$29,286
ASSISTANT MECH.	260	2080	8.0	\$13.38	\$27,830
CUSTOD/BUS DRIVER	260	2080	8.0	\$11.85	\$24,648
BUS DRIVER	185	925	5.0	\$14.24	\$13,172
HEAD CUSTODIAN	260	2080	8.0	\$13.22	\$27,498
SENIOR CUSTODIAN	260	2080	8.0	\$12.65	\$26,312
CUSTODIAN	260	2080	8.0	\$10.85	\$22,568
CLEANER	260	2080	8.0	\$10.39	\$21,611
BUILD. MAINT. MECH.	260	2080	8.0	\$12.75	\$26,520
ASST. BUILD. MAINT. MECH.	260	2080	8.0	\$11.74	\$24,419
OFFICE MANAGER	260	1950	7.5	\$13.85	\$27,008
BOOKKEEPER	260	1950	7.5	\$10.49	\$20,456
PAYROLL CLERK	260	1950	7.5	\$10.49	\$20,456
SENIOR TYPIST	260	1950	7.5	\$10.49	\$20,456
CLERK/TYPIST	185	1387.5	7.5	\$10.19	\$14,097
F.S. COOK	185	1295	7.0	\$9.57	\$12,393
F.S. BAKER	185	1295	7.0	\$9.31	\$12,044
F.S. CASHIER	185	647.5	3.5	\$9.31	\$6,022
F.S. HELPER	185	647.5	3.5	\$9.31	\$6,022
F.S. MACHINE OPER.	185	647.5	3.5	\$9.31	\$6,022
F.S. CUSTODIAN	185	647.5	3.5	\$10.40	\$6,734
SCHOOL NURSE*	185	1480	8.0	\$15.12	\$22,374
SCHOOL AIDE	185	1202.5	6.5	\$10.13	\$12,181
COMPUTER AIDE	185	1110	6.0	\$10.13	\$11,244
LIBRARY AIDE	185	1110	6.0	\$10.13	\$11,244
TEACHER AIDE	185	1110	6.0	\$10.13	\$11,244
BUS AIDE	185	925	5.0	\$10.13	\$9,370
HEALTH AIDE	185	721.5	3.9	\$10.13	\$7,309
CAFETERIA AIDE	185	555	3.0	\$10.13	\$5,622

* SCHOOL NURSE – The School Nurse may choose health insurance benefits or a \$5,000 stipend.

Note: This option of choosing a stipend in lieu of health insurance applies only to the position of School Nurse.

Note: Some Positions require different hours/day than shown above. In such cases, the employee's annual salary will be calculated based on the hourly rate shown for the particular job position.

